IV. REMARKS

- 1. Claims 11 and 29 amended. Claim 16 is cancelled without prejudice. Claims 31-34 are new.
- 2. Claim 29 is amended to address the rejection under 35 U.S.C. §112, second paragraph.
- 3. It is respectfully submitted that claims 11-30 are not anticipated by Gibonney et al. ("Gibonney") US Patent No. 6,318,909 under 35 U.S.C. S102(b).

Claim 11 recites a <u>rigid</u> first or second printed circuit element being applied against a first or second face of a heatsink, respectively, and that a <u>flexible</u> printed-circuit segment connects the first printed-circuit element to the second printed circuit element. These features are not disclosed or suggested by Gibonney.

Gibonney teaches the use of a <u>single</u> flexible PCB 25 comprised of two parts 26 and 27. (Col. 7, lines 41-48). As it clearly appears, element 25 is a <u>single element</u>. As a consequence, when Gibonney refers to non-flexible printed circuit boards in Column 7, lines 48-50, it can be deduced without any doubt that he refers to a <u>flex-rigid</u> PCB 25 forming a single element covering portions 26 and 27.

"The flexibility of the flexible printed circuit also enables the printed circuit board to wrap around the outward-facing surfaces 33 and 33 of the support elements 30 and 31." (Col. 7, lines 44-47).

References

"26 and 27 are merely 'portions' of the printed circuit board."
(Col. 7, lines 44-47). They are not separate printed circuit boards as suggested by the Examiner.

Gibonney discloses only a <u>single element</u> 25 which is either <u>flexible</u> or (as a result of the fact that element 25 is always described as a single element in this prior art) <u>flex-rigid</u>.

The Examiner states that "first and second printed-circuit elements are made rigid by being attached to the mechanical support/heatsink." However, this is not what is being claimed by Applicants. In Applicants' invention, the first printed-circuit element or second printed-circuit element is "rigid." It is not "made rigid" by attachment to a heatsink. As noted above, the term "rigid" has a distinct meaning in the art, which will be understood by one of skill in the art. Thus, this feature is not disclosed or suggested by Gibonney.

In addition, Claim 11 implies an inventive step because plates or heavy positioning operations tasks (Please refer to the last portions of the description and Column 16, lines, line 51 to Column 17, lines 3 of prior art) are not necessary to fix the PCB circuit on the radiator when the PCB circuit is rigid, which is not the case when the element is flexible or flex-rigid, as a result precisely of this flexibility.

For all of the foregoing reasons, it is respectfully submitted that all of the claims now present in the application are clearly novel and patentable over the prior art of record, and are in proper form for allowance. Accordingly, favorable reconsideration and allowance is respectfully requested. Should

any unresolved issues remain, the Examiner is invited to call Applicants' attorney at the telephone number indicated below.

A check in the amount of \$164 is enclosed for a one month extension of time and additional claim fee. The Commissioner is hereby authorized to charge payment for any fees associated with this communication or credit any over payment to Deposit Account No. 16-1350.

Respectfully submitted,

Geza C. Ziegle

Reg. No. 44,004

13 Nov 2003

Date

Perman & Green, LLP 425 Post Road Fairfield, CT 06824 (203) 259-1800 ext.134 Customer No.: 2512

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